the price paid. This contract was not merely in excess of, but impliedly contrary to, the charter powers of the company. *Held,* that the contract was ultra vires and void, and that since it was executory the plaintiff could not recover. *Wilson* v. *Torchon Lace & Mercantile Co.,* (Mo. 1912), 149 S. W. 1156.

The contract in this case was executory and therefore under the circumstances stated was not enforceable. 10 CYC. 244; *McNett* v. *Cooper,* 13 Fed. 587, 590; BISHOP, CONTRACTS, (Ed. 2), § 624, 627, 471; *Nassau Bank* v. *Jones,* 95 N. Y. 115, 2 WILGUS, CORP. CAS. 1205; *Thomas* v. *Railroad Co.,* 101 U. S. 71, 86; *McNulta* v. *Corn Belt Bank,* 164 Ill. 427, 452. Where a person makes with the officers of a corporation an illegal contract—beyond the powers of the corporation as shown by its charter—such person cannot recover on the contract, because he acts with knowledge that the officers have exceeded their powers and the powers of the corporation. REESE, ULTRA VIRES, 70; 3 THOMP. CORP. (Ed. 2), §§ 2796, 2799; 10 CYC. 1148; *De La Vergne Co.* v. *German Sav. Inst.,* 175 U. S. 40; *California Bank* v. *Kennedy,* 167 U. S. 362; *Central Transp. Co.* v. *Pullman Co.,* 139 U. S. 24; *Miners Ditch Co.* v. *Zellerbach,* 37 Cal. 543, *National Home Building Ass'n.* v. *Bank,* 181 Ill. 35. In an action on such an executory contract made by a corporation, the corporation is not estopped from invoking the doctrine of ultra vires. GREENE'S BRICE, ULTRA VIRES, 610; REESE ULTRA VIRES, 70; 1 CLARK & MARSHALL, CORP., § 213a; *Thomas* v. *Railroad Co.,* 101 U. S. 71; *Wright et al.* v. *Hughes, Assignee,* 119 Ill.. 324; *First National Bank* v. *Winchester,* 119 Ala. 168. In the principal case there were no such equities as arise in cases where the contract has been executed. *Coppin* v. *Greenlees & Ransom Co.,* 38 Ohio St. 275, 1 WILGUS, CORP. CAS. 1048 and note citing cases. For cases illustrating the different American theories on the power of a corporation to acquire its own shares, see *Chapman* v. *Iron Clad Rheostat Co.,* 62 N. J. Law 497, 1 WILGUS CORP. CAS. 1045 and note, 1047, 1051 and note; *Price* v. *Pine Mountain Iron and Coal Co.,* 32 S. W. Rep.. 267; *Coppin* v. *Greenlees & Ransom Co.,* 38 Ohio St. 275.

DEEDS—LIMITED ESTATE WITH POWER TO SELL FOR SUPPORT—PRESUMPTION AS TO SALE MADE.—In a deed to take effect at his death, grantor gave his wife property "with all the rights and privileges belonging thereunto, for the support of the said (wife)" and anything remaining at her death should go equally to the plaintiffs here. The wife sold some of the realty to the defendants herein, it not appearing whether such sale was for her support. At her death plaintiffs sued without alleging that the above sale was not for support. *Held* on demurrer that plaintiffs could not recover. *Huff* v. *Yarbrough,* (Ga. 1912) 75 S. E. 662.

Where property is given to one for life with power of disposal, either absolute or for particular purposes, with remainder over, the life estate is not raised to a fee by the annexation of the power. *Wetter* v. *Walker,* 62 Ga. 142; *Baldwin* v. *Morford,* 117 Ia. 72; *Metzen* v. *Schopp,* 202 Ill. 275; *Kirkpatrick* v *Kirkpatrick,* 197 Ill. 144; *Ducker* v. *Burnham,* 146 Ill. 9; *Rusk* v. *Zuck,* 147 Ind. 388; *Small* v. *Thompson,* 92 Me. 539; *Mills* v. *Bailey,* 88 Md. 321;

Ford v. *Ticknor,* 169 Mass. 276; *Collins* v. *Wickwire,* 162 Mass. 143; *Godshalk* v. *Akey,* 109 Mich. 350; *Evans* v. *Folk,* 135 Mo. 397; *Shapleigh* v. *Shapleigh,* 69 N. H. 577; *Hunt* v. *Smith,* 58 N. J. Eq. 25; *Wooster* v. *Cooper,* 53 N. J. Eq. 682; *Robinson* v. *Shotwell,* 55 N. J. Eq. 318; *In re Weeden's Est.,* 76 N. Y. S. 462; ROOD, WILLS, §§ 536, 544. When the estate to which the power is annexed is not strictly defined there is a rule which says that the power enlarges the estate to a fee. ROOD, WILLS, §§ 537, 543. But this rule is not without dispute. *Tyson's Est.,* 191 Pa. 218; ROOD, WILLS, § 547; *Mansfield* v *Shelton,* 67 Conn. 390. And where the estate given is a life estate by clear implication such estate is not enlarged by the power. ROOD, WILLS. § 543. The estate granted to the wife in the principal case, while not expressly given for life, may be construed as such by implication. Since a party having such a limited estate with a particular special power annexed, i. e. to sell for support, does not have an estate in fee, it seems that it should naturally follow that any sale made by such a party should be made expressly in pursuance of the power in order to bind the remaindermen. In other words the presumption should be that such a sale was not made for the purposes of the power, to be overcome only by an express declaration in the deed of sale that it was so made.

EASEMENTS—ADJOINING BUILDINGS—COMMON STAIRWAY—WAY OF NECESSITY.—G was the owner of lots 3 and 4. He erected a building on lot 4, and on the inside of the north wall, which was placed on the boundary line between the two lots, he built a stairway running to the second story. Some years afterwards he erected a building on lot 3, and in order to gain access to the second story thereof he so planned it as to use the stairway which had been erected on lot 4. The stairway was used continuously as a means of ingress and egress to the second stories of both buildings. G afterwards conveyed lot 3, and later conveyed lot 4 to another party. Held, that the grantee of lot 3 acquired an easement to the use of the stairway on lot 4; and that to maintain his right to such easement, he was not bound to show that it was a way of necessity. *Stephens* v. *Boyd,* (Iowa 1912), 138 N. W. 389.

For a discussion of the principals involved in this case see 11 MICH. L. REV. 252.

ELECTIONS—NUMBERING BALLOTS—CONSTITUTIONAL GUARANTY OF SECRECY OF BALLOT.—The plaintiff instituted proceedings to set aside the result of an election relative to the sale of intoxicating liquors in the defendant city.. The basis for the proceeding was that the ballots had been numbered by the election officers in such a manner as to make it possible to ascertain how each person voted, and that such distinguishing mark made the election void, being contrary to the constitutional provision "that all elections shall be by secret ballot." *Held,* that the numbering of the ballots by the election officers acting under the honest belief that the same was proper, and without any intention of destroying the secrecy of the ballot, or of ascertaining how any elector voted, does not vitiate the election even though in violation of the secrecy guaranteed by the constitution. *Hardy* v. *City of Beaver,* (Utah 1912) 125 Pac. 679.